

EXHIBIT A

Statement of Work, Contract No. 4400011708

SCOPE

1. Provide a digital platform to allow schools (“Clients”) to make online ticket sales to their customers.
2. Provide an online, dedicated “box-office” software platform for Clients and customers to access at any time, from any compatible, web-capable device, which will allow relevant Client personnel to create, manage, and monitor their event ticketing needs.
3. Provide an online ticketing platform along with cloud hosting, and technical service support to Clients using the services by calling a toll-free telephone number or email address.
4. Display and list Client’s ticketed event via online platform and mobile application (the “App”).
5. Provide direct customer support 24/7 and a live person shall be available M-Sat until 10pm to resolve discrepancies in a timely manner
6. Clients’ Season Tickets and Passes shall be personalized and available in both digital format and professionally produced hard copies. The cost of a digital season and professionally printed passes shall be determined by the Clients (per pass).
7. Provide Client with records of all charges and fees related to any Payments made through the online platform, the App, and point of sales purchases.
8. Provide payout to Clients within seven (7) business days post-event, delivering to Clients the amount owed via an electronic ACH or direct deposit, depending on Clients’ preference under this agreement.
9. Vendor to abide by the Client’s refund policy to ensure that refunded transactions are consistent with the terms of this Agreement. Only Client shall authorize and issue a refund upon request from the customer of the Face Value, at its sole discretion.
10. Vendor shall treat any event cancellations as a refund to customers and shall issue a refund to all customers who have purchased tickets for the cancelled event.
11. Vendor shall work with the Client to review any credit card chargeback from customer transactions on a case-by-case basis. If warranted, vendor shall make a reasonable effort to dispute a chargeback with payment processing company.
12. In the event of Vendor’s platform outage, it shall provide customer service 24/7 tech agents and shall re-establish platform availability within 24 hours.
13. Vendor shall provide other methods for ticket purchase, transfer tickets, and/or redemption, including providing the scanner for redemption as follows:
 - door/gate.
 - a. Customers may access/print a list of the purchases and check them off at the
 - b. Customers may purchase via a website or a QR code.

- c. Customer forms of payment accepted shall either, Apple Pay, Google Pay, and Credit/Debit. In addition, Clients may have the ability to purchase on behalf of a customer wishing to pay in cash and redeem a digital ticket on their behalf with a device or provide a point-of-sale card reader to customer upon request.
- d. Customers may transfer digital tickets via text or email.

14. Refunds

The client may authorize the issuance of a refund of the Face Value at its sole discretion. Client is responsible for notifying Vendor of refund policies for each event and shall ensure that all refunds are consistent with the terms of this Agreement.

1. Refund Policy. All sales involving the Vendor platform shall be final upon purchase by customers.
2. Canceled Events. Vendor shall treat event cancellations as refunds and shall issue a refund to all Patrons who have purchased tickets for the cancelled event.

15. Credit Card Chargebacks

Vendor will work with the Client to review any credit card chargeback from customer transactions on a case-by-case basis. If warranted, Vendor will make a reasonable effort to dispute a chargeback with the payment processing company.

If the chargeback dispute is rejected, the chargeback amount, plus any applicable fees, will be charged back to the Client. Vendor in its sole discretion may either (i) deduct these costs from the Payout; or (ii) send an invoice to the Client for such costs if no Payout balance exists.

16. Confirmation

Upon receipt of payment from each customer, Vendor will generate a confirmation message and issue a unique digital ticket QR code (barcode) and confirmation number.

17. Customer Support

Vendor will provide technical and other customer support to Clients using the Services. Vendors must provide a toll-free telephone number and email address to customers and use best efforts to provide support in a timely manner.

REQUIREMENTS

Vendor shall perform the following services for the Digital Ticketing Platform:

1. System will enable customers to purchase digital tickets to listed events via Client's website, if applicable.
2. The platform features shall be upgraded, altered, amended, revised, or eliminated at Vendor's reasonable discretion with the Client's approval.
3. Vendor shall warrant that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office.

4. The vendor shall secure and acknowledge confidentiality of Clients' and Customers' payment information and agrees to protect, and not distribute, sell, license, transmit or disseminate any confidential information to any other party.

5. Vendor to secure approval from ITD LAUSD's Data Use Agreement and Unified Digital Instructional Procurement Plan (UDIPP).

6. Vendor shall request any proposed fee changes in writing, at least 30 days in advance, for the District's consideration. Fees may only be changed with the express written consent of the District's Authorized Representative.

consent

Key Personnel

- o **Matt Davis (CEO)** | *responsible for successful business operations*
- o **Lorien Luehrs (Head of Corporate Development)** | *responsible for developing strategic partnerships and the overall success of enterprise opportunities*
- o **Jeff Cole (Vice President of Sales)** | *responsible for the successful execution of business development and sales initiatives*
- o **Eamon Fitzpatrick (Vice President of Client Success)** | *responsible for the successful execution of digital ticketing and account management services*
- o **Dave Rose (Director of Governance, Risk, & Compliance)** | *company wide strategy and implementation of data security policies and compliance.*
- o **Steve Bianco (Client Success Team Lead)** | *day-to-day management of the Client Success Team and second point of contact for LAUSD stakeholders/staff*
- o **Bernardo Schwab (Client Success Manager)** | *day-to-day management of clients, training resources, and client relationships that will work with LAUSD stakeholders and staff to successfully execute events*

DELIVERABLES

- **Full-Service Solution:** The HomeTown Ticketing platform will provide a district-wide, administrative online box office dashboard, as well as an integrated box office for each school to use. Access to each school box office can be determined by the district and is based on permission levels. Box Offices will contain all of LAUSD's ticketed events and can be accessed online or via the HomeTown mobile application.
- **Simple Ticket Management:** Tickets to events are available online or via the HomeTown Fan App. Certain schools may choose to sell tickets at the gate as well. Upon completing the purchase of a ticket the fan will receive a confirmation email with a unique QR code and confirmation number. These tickets can be presented for scanning to entry to the event. Each event will have a Guest List available in the box office for Administrators to view and can be used at the entry point of an event to track who is in attendance. If a ticket needs to be transferred the fan can simply email or text it to the new attendee.
- **Customizable Experience:** HomeTown offers the ability for our clients to customize their tickets to the school or district. Digital tickets, season passes, hard passes, and paper tickets will all be reflective of the client's specific branding. HomeTown will provide QR Code posters with your school branding that link to your box office for ticket purchasing.
- **Client Control:** We offer a variety of ways for fans to purchase tickets and the client can choose what to offer to their fans. All major credit cards, Apple Pay, and Google Pay are acceptable payment methods. All tickets purchased will either receive a QR code or printed copy of confirmation (if purchased at the gate). Refund policies are determined by the client and any issues with chargebacks or refunds will include the assistance of both the direct account management team and greater support team to reach an acceptable outcome.

- End-to-End Onboarding Management:** Once an agreement is signed, HomeTown will immediately begin the onboarding process. The HomeTown team will meet with client's staff to conduct training sessions on using the HomeTown platform, inventory equipment needs, and provide design proofs for the online box office, tickets, and/or seat maps. The client will also be instructed on how to set up ACH deposits. They are introduced to our in-house support team as a resource for immediate questions and on-call support for gate workers and event attendees. The client will have the full ability to sell tickets by the date they specify. A typical comprehensive client onboarding experience will take approximately one week. Staff and volunteers will be provided with additional training depending on their department, venue, or role as requested throughout their time with HomeTown. Training can be implemented through online meetings and/or onsite at venues and at the frequency needed to ensure each stakeholder is comfortable with how to use the system. HomeTown also conducts ongoing, scheduled group training webinars and education. These events can provide information on using new features in our platform and address frequently asked questions.

DATA AND REPORTING

- Financial Transparency:** HomeTown ensures your school receives its revenue through secure ACH deposits. These deposits occur weekly and include the payouts for any events that have completed in the prior seven day period.
- Security and Reporting:** Each client's box office is built in a silo to help avoid security breaches, keep consumer information safe, provide personalized UX/UI solutions, and offer real-time dedicated reporting that can be accessed directly by district staff. Our Reporting Center includes robust pre-made reports as well as the ability to export event information so that it can be filtered and sorted to create custom reports.
- Experienced and Dedicated Support Team:** The HomeTown Ticketing team will provide LAUSD with a dedicated account management team that has a wealth of knowledge and direct experience managing ticket services for live events at the K-12 and college levels. This team will provide training to your representatives, school officials, venue staff, and other individuals as necessary. Our team members can provide onsite training as required. HomeTown provides 24/7 technical support through email, online chat, and phone. Our support and development staff is based in Ohio, Georgia, and Arizona and can assist with both box office questions, as well as consumer and fan questions.

Support can be reached by the following methods:

- via email: support or fansupport@hometownticketing.com
- via website: hometownticketing.com/support
- via phone: 866-HTT-4TIX or 214-495-1938

Home Town Ticketing will assess the following fees to tickets and passes purchased on their platform:

Below, please indicate proposed fee per individual ticket or season pass, stated as percentage and/or dollar amount:

Online Transactions	Fee Amount
General Admission Ticket	\$0.75 per ticket + 5% per transaction
Reserved Ticket	\$0.75 per ticket + 5% per transaction
Season Pass	\$2 per ticket + 5% per transaction
Point of Sale Transactions	Fee Amount
General Admission Ticket	\$0.75 per ticket + 5% per transaction
Reserved Ticket	\$0.75 per ticket + 5% per transaction
Season Pass	\$2 per ticket + 5% per transaction

End of Statement of Work